



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

AGCS MARINE INSURANCE COMPANY,

Plaintiff and Counterclaim-defendant,

v.

WORLD FUEL SERVICES, INC. and
WORLD FUEL SERVICES EUROPE, LTD.,

Defendants and Counterclaim-plaintiffs.

14-CV-5902 (PAE)(SN)

PROPOSED FINAL ORDER AND JUDGMENT

1. This Final Order and Judgment applies to all parties, including Plaintiff and Counterclaim-defendant AGCS Marine Insurance Company (“AGCS”) and Defendants and Counterclaim-plaintiffs World Fuel Services, Inc. and World Fuel Services Europe, Ltd. (together, “World Fuel”).

2. On July 30, 2014, AGCS filed its Complaint in this Action, seeking a declaratory judgment that World Fuel’s loss of marine gasoil (“MGO”) was not covered under the insurance policy at issue in this case. (ECF No. 1.)

3. On November 26, 2014 and December 22, 2014, World Fuel Services, Inc. and World Fuel Services Europe, Ltd., respectively, filed counterclaims against AGCS, seeking a declaratory judgment that the MGO fraud loss was covered, damages for breach of contract, consequential damages and attorneys fees. (ECF Nos. 4, 18.)

4. On May 17, 2016, the Court issued an Opinion and Order granting summary judgment in favor of World Fuel and against AGCS, holding that World Fuel’s loss is covered under the policy. (ECF No. 96.)

5. The Court heard argument on all remaining issues on August 18, 2016. At argument, World Fuel withdrew its claims for attorneys fees and consequential damages with prejudice, and all parties consented that the Court could resolve all remaining issues in the case including damages and interest without a jury. On November 11, 2016, the Court issued an Opinion and Order resolving all remaining issues in this case in favor of World Fuel, including awarding damages in favor of World Fuel and against AGCS and finding "that the valuation clause in the Policy between World Fuel and AGCS refers to the 're-sale' invoice in the amount of \$17,910,833.28, rather than the 'supply invoice,' and that World Fuel is entitled to prejudgment interest at the New York statutory rate of 9%, starting on March 2, 2014." (ECF No. 147.)

6. World Fuel's total damages are \$19,611,962.44, after adding 10% to the re-sale invoice pursuant to the policy's valuation clause and subtracting the applicable deductible. (ECF No. 147, n.1.)

7. Final Judgment is hereby awarded in favor of World Fuel and against AGCS on World Fuel's First Counterclaim for Declaratory Relief and Second Counterclaim for Breach of Contract and on AGCS' First Cause of Action and Second Cause of Action in the Complaint.

8. Consistent with and pursuant to the Court's opinions and orders of May 17, 2016 and November 11, 2016:

- a. AGCS has a duty to indemnify World Fuel for the MGO fraud loss; and
- b. AGCS shall pay to World Fuel:
 - i. \$19,611,962.44, the amount of World Fuel's recoverable loss; and
 - ii. Prejudgment interest on World Fuel's recoverable loss in the amount of \$4,816,998.34, which the Clerk shall compute, pursuant to

N.Y. CPLR 5001 and 5004, by applying 9% interest per annum to the \$19,611,962.44 principal for the period from March 2, 2014 until November 22, 2016, which will be the date of judgment.

9. AGCS is awarded no relief on its Complaint, which is hereby dismissed with prejudice.

10. This Final Order and Judgment shall incorporate the findings, conclusions, and rulings in all orders and memoranda of decision in this case.

The Clerk of Court is directed to close this case.

SO ORDERED

Paul A. Engelmayer
The Honorable Paul A. Engelmayer
United States District Judge

Dated: Nov. 22, 2016